BRUHAT BANGALORE MAHANAGARA PALIKE

East Zone.

TENDER DOCUMENT

(KW-1)

(FOR WORKS COSTING LESS THAN Rs. 20 LAKHS)

Office of the Executive Engineer

(Ele) East

16st Floor, NethajiSubhashChandraBose Building (PUB),

M.G.Road, Bengaluru - 560001

Contact No: 080-22975814

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BRUHAT BENGALURU MAHANAGARA PALIKE

BBMP/EE/ELE/East/TEND/ 02 /2023-24

Office of the Executive Engineer (Ele),
East Zone, 16th Floor, PU Building,
MG Road, Bengaluru
Bruhat Bengaluru Mahanagara Palike.
Dated: 04/09/2023

INVITATION FOR TENDER (IFT)
(Short Term/Single cover)
(Through KPP Portal only)

1. Executive Engineer (Elect), East Zone, invites Tenders in accordance with KTPP rules 2000, from eligible contractors registered in Bruhat Bangalore Mahanagara Palike/KPWD/ CPWD/Railways/MES/National Highway or any other equivalent central/state government organizations on behalf of the commissioner, BBMP for Electrical work as detailed in the table. The bidders may submit their bids for works given in the table below through KPP portal of the Government of Karnataka **(**www.KPPP.karnataka.gov.in**)** The bidders are advised to note the minimum qualification criteria specified in clause-3 of the ITT to qualify for award of the contract.

2. a. Tender documents may be downloaded from the KPP portal from **07/09/2023**

   b. Bids must be submitted online through the KPP portal on or before **14/09/2023 by 16:00 hrs.**

   c. Date of opening of tenders **15/09/2022 at 16:15 Hrs.**

   d. Tenders must be accompanied by earnest money deposit specified for the work in the Table below. Earnest money deposit will have to be submitted online through web site www.KPPP.karnataka.gov.in

   e. Tenders shall be opened on the web site www.KPPP.karnataka.gov.in in the office of the Executive Engineer (Ele.), East, BBMP Bangalore.

   f. Aspiring bidders / contractors who have not registered in KPP portal should be registered before participating in this tender.

   g. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been attached with the bid.

   h. All the information required for the bid must be uploaded in KPP portal only.

   i. For details of registration and e-payment of EMD, visit GOK KPP portal website www.KPPP.karnataka.gov.in. or contact KPP portal helpdesk at 080-25501216,25501227.

   j. Tenderers are subjected to the provisions of KTPP (Amendment) Rules 2017 and Selected works in Randomization shall be reserved for participation by tenderers belonging to the scheduled castes & scheduled tribes.

Sl No	Ward	Name of the Work	Approx	Earnest Money	Cost of documen	Period of	Class of

.	No		Value of work (In Lakhs	Deposit (Rs.)	t (Rs.)	comp letio n	Contra ct
1	90	Providing temporary illumination, DG set, public Address system, CCTV & connected accessories to Ulsoor lake kalyani & surrounding area in connection with immersion of lord Ganesha Prathima for the year-2023 in ward no 90.	8.00	20,000/-	As per KPP portal	30 Days	KCEI/ KPWD

Sd/-
Executive Engineer (Elec.)
East Zone
Bruhat Bangalore Mahanagara Palike

Tender Terms & Conditions

1. Qualifying requirements: The Tenderer shall have a Valid Electrical Inspectorate License.
2. The Tenderer shall furnish documents like work completion certificate duly certified by the Competent Authority not below the Rank of Executive Engineer, turnover certificate issued by charted accountant minimum of turnover not less than the two times the amount put to tender between **2018-19 to 2022-23** along with Technical Bid as per the Bid document **KW 1.**
3. The work completion Certificate shall specify the nature of work, items and quantity of work executed and the date of completion of work as detailed in Tender Documents.
4. The Tenderer shall compulsorily upload the valid and present Certificate copies of PAN &GST NO.
5. The tenders will be opened on the due date and time of opening as indicated in the tender document.
6. It is stipulated that, if "The rate/amount quoted by the Bidder is less than the rate/amount of the amount put to tender, such bidder shall remit the Difference Amount through such means as prescribed by prevailing rules of government of Karnataka, in favour of Executive Engineer (Ele) East zone at the time of Agreement. This Difference Amount will be returned after satisfactory completion of the work without Interest. Failure to comply with this condition, the tender shall be rejected".
7. It is Stipulated that, For any Specialized work or other works to be specified or as per prevailing rules, Intending tenderer shall have required work qualification of **"Executing similar nature of single work of 50% of Estimate value of this work, involving execution of specified items of work"** and as proof tenderer shall upload workdone certificate issued by officer not below the rank of Executive Engineer.
8. As per the Standard tender document and also Commissioner order No: CE(TVCC&PPED)PR/18/2012-13 Dated:19/01/2013 the bidder shall remit 5% of Security deposit through such means as prescribed by prevailing rules of Government of Karnataka, in Favour of **Executive Engineer (Ele), East** at the time of agreement.
9. The tenderer may obtain further clarifications/information in respect of the tender documents at the office of **The Executive Engineer – Electrical, EAST Division, BBMP, Public Utility Building, 16 th Floor, MG Road, Bangalore – 560 001.**
10. Bidders shall note that the applicable GST shall be paid along with work bill on tender approved rates of items whose estimate rates are based on KPWD (Ele) SR -2019-20 & 2022-23 Items, as per Govt Order No-PWS 65 RDF 2017, Dtd:11-10-2018 , Extra 18% GST shall not be payable on items of works whose rates are based on Data rates or Previous KPWD SR Rates.
11. The tender accepting authority shall have the power to accept or reject any tender without assigning any reason thereof.
12. While carrying out electrical works the tenderer shall carry out the works through qualified personnel& in consultation with BESCOM for line clearance etc. In the event of any mishap or accident tenderer is held solely responsible and shall indemnify bbmp in this regard.

13. The Fittings & other accessories proposed to be used in the work shall be got approved by the competent authorities before taking up the work. The indicated quantities are subject to variation as per prevailing rules.

14. The successful tenderer shall paint on the fitting & switches, firm name, ward no date/month & year of fixing the fittings & switches etc.,

15. The contractors shall get registered in the BBMP before entering in to the agreement otherwise contractor will get disqualified.

16. The contractors blocklisted in Govt/Quasi/Govt/Boards/BBMP etc., are not eligible to participate in this tender, if any the tenders of such tenderer shall be rejected.

17. No Joint Venture/Consortium is permissible.

18. Conditional Tenders will not be accepted.

19. The Contractor has to make own arrangements for procurement of all materials required for the work. There is no departmental supply of materials or mobilization funds. Contractor should procure materials with BIS or other relevant standards & obtain necessary quality control certificates from authorized quality control authority.

20. Sub-letting of work is prohibited.

21. Any Corrigendum/Modification will be notified in the KPP portal only.

22. As per Government order No. LD 300/LET/2006, Dt: 18-07-2007 1% of the bill amount will be deducted and remitted to Karnataka State Building & Other Construction Employees Welfare Board.

23. Necessary Taxes and other deductions shall be made from contractors Bills.

24. The successful bidder has to execute an agreement with BBMP with in stipulated period, failing which his tender shall be rejected.

25. The work shall be commenced with all earnestness as notified, failing which, it shall be presumed that the tenderer is not interested in the work and action shall be taken to get the work executed through alternate agency at the risk and cost of the tender.

26. The BBMP reserves the right to accept/reject any or the entire tender's without assigning any reasons.

a. Any other details regarding the works & other information can be obtained from the above office during office hours.

b. Tender documents may be download from the Website site www.KPPP.karnataka.gov.in

27. Notwithstanding anything contained herein, prevailing rules of GOK and clauses of appropriate standard tender documents shall also applicable along with conditions specified herein.

28. The Tenders received in this Notification shall have the Validity of 90 days.

29. The Tender of successful bidder shall be rejected if,

a. Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualification requirements: and/or

b. Record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, litigation history, or financial failure etc.: and/or

c. Participated in the previous tender for the same work and had quoted unreasonably high Tender prices and could not furnish rational justification.

30. The tenderers shall note that, In Labour / Manpower oriented Items of any of the above tender, If " The rate quotes by the tenderer is less than stipulated schedule rates, such tenders shall be rejected."

31. Item Rates mentioned in Tender schedule are Indicative only, however, Tender shall quote his/her rates considering prevailing statutory taxes and duties.

32. Successful tenderer not registered in BBMP shall get registered in appropriate class of registration in BBMP before issue of work order failing which till tender shall be rejected.

33. Any modifications/Corrigendum/Addendum with reference to this tender notifications shall be published in KPP portal only.

Sd/-
Executive Engineer (Ele),
East Zone, BBMP

Copy to:

1. Copy Submitted to the Chief Commissioner for kind information
2. Copy submitted to the Spl. Commissioner (Project) for kind information
3. Copy submitted to the Engineer-In-Chief, for kind information.
4. Copy submitted to the Addl. Commissioner (East Zone) for kind information.
5. Copy to the CE (East Zone) for kind information.
6. Copy to the SE (Ele) for kind information.
7. Copy to the Deputy Secretary to Government, Urban development Department and State Tender Bulletin Officer for kind information and to publish in State tender bulletin.
8. Copy to the Public relation officer, BBMP for kind information and to publish in Leading News papers.
9. Copy to the information officer, BBMP for kind information and to publish in Website Along with soft copy.
10. Notice board.
11. Office copy.

Sd/-
Executive Engineer (Ele),
East Zone, BBMP

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The Executive Engineer (Ele), EAST Zone invites tenders from eligible **Electrical Contractors,** registered in appropriate class in Bruhat Bangalore Mahanagara Palike / KPWD / Electrical Inspectorate or any state or Central Govt. Organization for Execution of Electrical works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

Note : If the Tenderer is not Registered in BBMP, He should register in BBMP in Appropriate class and has to produce the Registration Certificate to this office Before Executing the Agreement .

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BBMP

2.2 Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

3.1 All tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Form of Tender and Qualification information.

3.2 To qualify for award of this contract, each tenderer in its name should have in the last five years i.e. **2018-19- 2022-23**

a. Achieved in at least ONE financial years a minimum financial turnover of Rs..... (Not less than the estimated cost of this work);

b. Satisfactorily completed at least 50% of the contract value, as prime contractor, at least one similar work such as Electrical work of value not less than Rs..... (Not less than 50% estimated value of this work.)

3.3 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under

Assessed available tender capacity = (A*N*2.5 - B)

Where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to ———— [1] price level) taking into account the completed as well as works in progress

N= Number of years prescribed for completion of the works for which Tenders are invited.

[1] FY in which the tenders are invited

B = Value, at _____ [2]price level, of existing commitments and on-going works to be completed during the next.....[3]years.

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.4 Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

4.1 The set of tender documents shall have all the Sections given in Page 2:

4.2 Both the sets should be completed and returned with the tender.

5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

5.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

B. Tender documents

3. Content of Tender documents

4.1 The set of tender documents shall have all the Sections given in Page 2:

4.2 Both the sets should be completed and returned with the tender. **(Online only)**

5. Amendment of Tender documents

[2] FY in which the tenders are invited
[3] Period for completion of work for which the tenders are invited.

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable or to all the purchasers of the tender documents.

5.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

C. Preparation of Tenders

6. Documents comprising the Tender

6.1 The tender submitted by the Tenderer shall comprise the following

a) The Tender (in the format indicated in section 3)

(b) Earnest Money Deposit & tender Processing fee; online payment through KPP portal platform.

(c) Qualification Information as per section 1.1 to 1.4 including Performa uploaded separately and to comply the task created in the KPP Portal under General terms and Conditions and Technical parameters and Documents required from Tenderer.

(d)Priced Bill of Quantities (Section 8); online through KPP portal, no hardcopy of commercials should be attached or disclosed.

And any other materials required be completed and submitting by Tenderers in accordance with these instructions. The documents listed under Sections 3, 5, and 8 shall be filled in without exception.

7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

7.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words).
Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

8. Tender validity

8.1 Tenders shall remain valid for a period not less than 180 days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest money deposit

9.1 EMD shall be paid as mentioned in the KPP portal at the rate as per prevailing govt rules.

OTC payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated Bank branches listed in the KPP portal web-site www.KPPP.karnataka.gov.in the contractor/supplier will need to log into KPP portal system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be entered by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

NEFT payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into KPP portal system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the

transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be entered by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred has to be entered in the KPP portal system as part of its bid**.** The tenderer who wish to make Earnest Money Deposit and Tender processing fee payment through Internet Banking facility may do so. The Department is in no way responsible in case the money is not deposited in the notified central pooling account held at Designated Bank, within the stipulated period. The name of the account and the account number and other details are displayed in the generated challan for the information of the tenderer.

The supplier/contractor’s bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at Designated Bank

EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.’s central pooling account at Designated Bank until the finaliza

For details on e-Payment services refer to KPP portal

Refund of EMD

Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank a/c’s of the supplier/contractor registered in the KPP portalsystem .

9.2 NA.

9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 above shall be rejected by the Employer as non-responsive.

9.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) Sign the Agreement; or

(ii) Furnish the required S

10. Format and signing of Tender

10.1 The Tenderer shall submit the Bid electronically before the submission date and time published in the procurement portal.

D. Submission of Tenders

11. Marking of tenders

11.1 The Tenderer shall submit the Bid electronically before the submission date and time published.
11.2 NA
11.3 NA
11.4 NA

12. Deadline for submission of tender:

12.1 In online KPP portal system, tenderer shall not be able to submit the bid after the bid submission time and date as the icon or the task in the KPP portal will not be available.

12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13 Late Tenders

13.1 In online KPP portal the tenderer shall not be able to submit the bid after the bid submission time and date as per icon or the task at the KPP portal will not be available.

14. **Modification and Withdrawal of Tenders**

Tender has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the KPP portal.
The tenderer may withdraw his tender before the notified last date and time of tender submission.

E. Tender opening and evaluation

15. Opening of First Cover of all Tenderers and evaluation to determine qualified Tenderers:

15.1 The Employer will open the First Covers of all the Tenderers received in the presence of the Tenderers or their representatives who choose to attend on the date, TIME and the place specified IN **KPP PORTAL**. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

15.2 NOT APPLICABLE

15.3 NOT APPLICABLE

15.4 The employer shall prepare minutes of the tender opening including the information disclosed to those present in accordance with the sub clause 15.3

16. Process to be confidential

16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

17. Clarification of Tenders

17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

17.2 Subject to sub-clause 18.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

17.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender

18. Examination of Tenders and determination of responsiveness

18.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

18.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

18.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

19. Correction of errors; NOT APPLICABLE AS IT IS ONLINE SUBMISSION

19.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in

words, the lower of the two will govern and

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

19.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 9.6 (b).

20. Evaluation and comparison of Tenders

20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 19.

20.2 In evaluating the tenders the employer will determine for each tender the evaluated tender price by

adjusting the tender price as follows.

a) making any correction for errors pursuant to clause 20 and
b) making appropriate adjustment to reflect discounts or other price modifications offered in accordance with sub cluause 14.5

20.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

F Award of Contract

21 Award criteria

21.1 Subject to Clause 24, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

22 Employer's right to accept any Tender and to reject any or all Tenders

22.1 Notwithstanding Clause 22, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

23. Notification of award and signing of Agreement

23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the

sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 25.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

23.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

24. Security deposit

24.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to **5%** of the Contract price plus additional security for unbalanced tenders in accordance with 25.2 of the ITT and clause 44 of the conditions of contract.

- Cash or
- Banker's cheque/Demand draft,/Pay Order/Bank Guarantee in favour of the **Executive Engineer(Ele), BBMP, East payable at Bangalore** or
- Specified Small Savings Instruments pledged to **Executive Engineer(Ele), BBMP, East payable at Bangalore**

24.2 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

24.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 25.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

25. Corrupt or Fraudulent practices

25.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

25.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

26. Death of contractor:

In the case of the death of a contractor after executing the agreement / commencement of the work his legal heir, if an eligible registered contractor and willing, can execute and complete work at the accepted tender rates irrespective of the cost of the work.

SECTION 3: FORMS OF TENDER, AND QUALIFICATION INFORMATION

TABLE OF FORMS:

- FORM OF TENDER (Online only)

- QUALIFICATION INFORMATION

- LETTER OF ACCEPTANCE

- NOTICE TO PROCEED WITH THE WORK

- AGREEMENT FORM

Form of Tender

Description of the Works:
_____
_____
_____
_____
_____

Tender

To : _____

Address : _____

_____

25

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ *[in figures]* (_____) *[in letters]*.

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:
_____

Name of Tenderer _____
Address: ----------

QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration

(Attach Copy)

Principal place of business:

1.2 Total value of civil engineering construction works executed and payments received in the last five years
(in Rs. Lakhs)

2018-19
2019-20
2020-21
2021-22
2022-23

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work -	Contract Number	Value of contract Rs.Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed			Remarks (Indicate contract reference)
2018-19						
2019-20						
2020-21						
2021-22						
2022-23						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this

Tender.

(A) **Existing commitments and on-going works:**

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works[21] remaining to be completed (Rs. lakhs)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) **Works for which Tenders already submitted:**

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.6 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer

Letter of Acceptance

(letterhead paper of the Employer)

_____[date]

To: _____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the_____

_____

[name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees

_____

_____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish furnish the agreement and get the work order.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

(date)

To

———————————————— (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 25.1 and signing of the contract agreement for the construction of ——————— [27]a Tender Price of Rs.———————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract

documents.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency

Agreement Form

Agreement

This agreement, made the _____day of _____20_____, between_____[name and address of Employer] (Hereinafter called “the Employer”) of the one part and _____[name and address of contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute _____ _____ _____ [name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor’s Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);

vi) Specifications;
vii) Drawings;
viii) Bill of Quantities; and
ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
_____
_____

in the presence of:
Binding Signature of Employer
_____
Binding Signature of Contractor _____

SECTION 4: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender. **Compensation events** are those defined in Clause 34 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
The **Contract Data** defines the documents and other information which comprise the Contract. The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract. The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance. The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates. A **Subcontractor** -deleted
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also

means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5 Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract Without the approval of the Employer in writing. Subcontracting does not alter the Contractor's Obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks,

and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract Data.

14. Contractor to construct the Works

14.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

15. The Works to be completed by the Intended Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and complete them by the Intended Completion Date

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

19. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

B.Time Control

21. Program

21.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

22. Extension of the Intended Completion Date

22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

23. Delays ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works

24. Management meetings

24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C.Quality Control

25. Identifying defects

25.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

26. Tests

26.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

27. Correction of defects

27.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

27.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

28. Uncorrected defects

28.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

29. Bill of Quantities (BOQ)

29.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

29.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

30. Variations

30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

30.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.

31. Payments for Variations

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

32. Submission of bills for payment

32.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

32.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

32.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

33. Payments

33.1 Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law.

33.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

34. Compensation events

34.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer’s Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

35. Tax

35.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

36. Liquidated damages

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

37. Cost of repairs

37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

38. Completion

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. Taking over

39.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

40. Final account

40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

41. As built drawings

41.1 If "as built"[28] Drawings are required, the Contractor shall supply them by the dates stated in the Contract Data.

41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

42. Termination

42.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

42.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) the Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor;

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non- competitive levels and to deprive the Borrower of the benefits of free and open competition."

42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the

Employer shall decide whether the breach is fundamental or not.

42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

43. Payment upon Termination

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44. Property

44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

45. Release from performance

45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations : During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. In the case of the death of a Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered

Contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

5. After receiving the work order, the Tenderer shall commence the work within 7 (Seven) days with full Devotion & failure to do work, it will be presumed that the Tenderer is not-interested in the work and E.M.D. will be forfeited & work will be taken up through other contractor of the cost and Responsibility of the Tenderer.

6. The work executed shall be of standard and quality work by using quality material as Prescribed from time To time and as directed.

7. The tenderer shall give guarantee for the fixture/ fittings and timers other components and maintain the same for a period of one year from the date of submission of the Bill. All the replacement of fused out and defective accessories shall be carried out free of cost for a period of 1(One) year. A joint compliance report together with the package maintenance contractor for the satisfactory functioning of fixtures/fittings and timers should be submitted to this office on every fortnight without which SD will not released, Necessary deductions towards the replacement of faulty accessories will be recovered from S D if failed to comply with submission of joint compliance report and attending to rectification of complaints within 48 hours.

8. The rate/amount quoted by the Bidder is less than the rate/amount of the amount put to tender, such bidder shall submit the Difference Amount(Additional Security deposit) in such forms as specified in the relevant Standard Bidding Document Approved By GOK,. Before executing the Agreement. This Difference Amount will be returned after satisfactory completion of the work without Interest. Failure to comply with this condition, the tender shall be rejected.

9. Statutory Deductions in the bills will be deducted at the Prevailing Rates.

10. While carrying out the works the firm shall carry out the works with qualified personnel, and in consultation with BESCOM for line clear etc

11. The sample Fittings and other Accessories shall be got approved before taking up the work by the competent Authorities and the quantities are subject to variation.

12. The Successful tenderer should emboss on the fitting & switches firm name, ward no, date / month and year of fixing the fitting & switches etc.,

13. Contractor shall take the photographs at various stages of work like befor starting the work, during and after completion of the work, And submit at the time of preparation bill. Without which bill will not be processed.

14. Item Rates mentioned in Tender schedule are Indicative only, however, Tenderer shall quote his/her rates considering prevailing statutory taxes and duties.

15. The rates for the Hiring man power should not be quoted below the Minimum wages rates specified in the Schedule-B.

SECTION 5: CONTRACT DATA		
Items marked "N/A" do not apply in this Contract		
The following documents are also part of the Contract:		**Clause Reference**
The Employer is :		
Name:	**Commissioner**	[1.1]
Address:	**BBMP, BANGALORE**	
Name of authorized Representative:	**Executive Engineer(Ele), EAST**	
The name and identification number of the Contract is		[1.1]
The Works consist of		
The start date shall be within **One week from the** date of issue of notice to proceed with the work.		[1.1]
The Intended Completion Date for the whole of the Works is		[15,22]
The following documents also form part of the Contract:		[2.2]
The Site Possession Date is notice to proceed with the work.		[18]
The Site is located at and is defined in drawings attached .		[1.1]
The Defects Liability Period is.365 days		[27]
The liquidated damages for the whole of the works is **Rs**		[36]

..... (**0.1 % contract price)** per day		
The maximum amount of liquidated damages for the whole of the works **(10% of Contract Price)**		[36]
The date by which “as-built” drawings in 2 sets are required is within 30 days of issue of certificate of completion		[41]
The amount to be withheld for failing to supply “as built” drawings by the date required is **Rs.**		[41]
The following events shall also be fundamental breach of the contract :		[42.2]
1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.		
The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent.		[43.1]

ECTION 6: SPECIFICATIONS

----------Refer E Procurement Portal----------

SECTION 7: DRAWINGS

----------Refer E Procurement Portal----------

SECTION 8: BILL OF QUANTITIES

----------Refer E Procurement Portal----------